

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
(CONTINUED)**

PAGE 2 OF 69

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT
REPRESENTATIVE

32c. DATE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT
REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED
CORRECT FOR

36. PAYMENT

☐ COMPLETE ☐ PARTIAL ☐ FINAL

37. CHECK NUMBER

38. S/R ACCOUNT NUMBER

39. S/R VOUCHER NUMBER

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

42a. RECEIVED BY (*Print*)

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42b. RECEIVED AT (*Location*)

42c. DATE REC'D (*YY/MM/DD*)

42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

SPECIAL PROVISIONS**SPECIAL PROVISIONS TO ALL VENDORS: PLEASE READ THE FOLLOWING COMMENTS.**

SPECIAL PROVISION 1: ALL OFFERS ARE TO BE SUBMITTED BY E-MAIL TO anadacqnet@conus.army.mil OR ELECTRONIC FAX @ 256-240-3077 EXT 2222. OFFER NOT RECEIVED IN ITS ENTIRETY BY THE SPECIFIED TIME (HOUR) WILL BE CONSIDERED NON-RESPONSIVE. THIS INSTALLATION HAS ONLY ONE FAX NUMBER FOR ELECTRONIC OFFERS. OFFERORS THAT WAIT UNTIL LAST MINUTE TO SUBMIT OFFERS DO SO AT THEIR OWN RISK BECAUSE NUMEROUS FAXED DOCUMENTS BEING RECEIVED MAY DELAY RECEIPT OF YOUR OFFER.

SPECIAL PROVISION 2: THE FOLLOWING DOCUMENTS ARE A PART OF THE SOLICITATION:

- (1) Wage Determination Number 2005-2001 (Revision Number 3) date 5/29/2007
- (2) Evidence of Authority To Sign Offers
- (3) EPA Guidelines
- (4) List of Designated Recovered Materials
- (5) Contractor Affirmative Procurement Report Form For Estimation of Recovered Material Content Levels for EPA Designated Items

SPECIAL PROVISION 3: QUOTE MUST BE SUBMITTED ON STANDARD FORM 1449. QUOTERS THAT FAIL TO FURNISH REQUIRED REPRESENTATIONS OR INFORMATION, OR REJECTS THE TERMS AND CONDITIONS OF THE REQUEST FOR QUOTE MAY BE EXCLUDED FROM CONSIDERATION.

SPECIAL PROVISION 4: IT IS YOUR RESPONSIBILITY TO FURNISH ALL INFORMATION REQUESTED. WE WILL NOT CONFIRM INFORMATION BY TELEPHONE. IF YOU DO NOT FULLY RESPOND (SUCH AS PRICE, DELIVERY DATE) TO THE REQUEST FOR QUOTATION, YOU WILL BE DETERMINED NON-RESPONSIVE.

SPECIAL PROVISION 5: THIS IS A COMBINATION OF A FIRM-FIXED PRICE AND TIME AND MATERIALS CONTRACT. MAINTENANCE, REPAIR, AND REBUILDING OF EQUIPMENT IS A FIRM FIXED PRICE. ON-CALL EMERGENCY REPAIRS WILL BE ON A TIME AND MATERIAL BASIS.

SPECIAL PROVISION 6: ON-CALL EMERGENCY REPAIRS WILL BE ON TIME AND MATERIAL BASIS.

- A. OFFERS SHALL BE BASED ON DIRECT LABOR HOURS AT SPECIFIED FIXED HOURLY RATES THAT INCLUDE WAGES, INDIRECT COSTS, OVERHEAD, GENERAL AND ADMINISTRATIVE EXPENSES (G &A) AND PROFIT.
- B. OVERTIME HOURS WILL NOT BE REIMBURSABLE UNLESS PRIOR APPROVAL OF THE CONTRACTING OFFICER IS OBTAINED. REFERENCE FAR CLAUSE 52.232-7. PAYMENTS UNDER TIME AND MATERIALS AND LABOR HOUR CONTRACTS.
- C. MATERIALS: THE PRICE TO BE PAID FOR SUCH MATERIAL (PARTS) SHALL BE BASED ON AN ESTABLISHED CATALOG OR LIST PRICE IN EFFECT WHEN MATERIALS ARE

FURNISHED, AND IN NO EVENT SHALL THE PRICE CONTAIN ANY ELEMENT OF PROFIT THAT IS INCLUDED IN THE FIXED HOURLY RATES, NOR SHALL IT EXCEED THIS CONTRACTORS SALES PRICE TO ITS MOST FAVORED CUSTOMER FOR THE SAME ITEM IN LIKE QUANTITY, OR THE CURRENT MARKET PRICE, WHICHEVER IS LOWER. IF AN ESTABLISHED CATALOG OR LIST PRICE DOES NOT EXIST FOR MATERIAL (PARTS), CONTRACTOR SHALL PROVIDE TO THE CONTRACTING OFFICER, UPON REQUEST, EVIDENCE THAT THE PRICE BEING CHARGED FOR SUCH MATERIAL WAS ARRIVED AT THROUGH A COMPETITIVE PROCESS, AND SHALL SUBMIT AN INVOICE SHOWING EXACT COST OF MATERIAL, WHICH INCLUDES SHIPPING COSTS. ONLY NEW OEM REPAIR PARTS OF COMPONENTS OR CERTIFIED REPLACEMENTS OF EQUAL QUALITY SHALL BE USED TO REPAIR THE EQUIPMENT. IF REPAIR PARTS ARE NOT AVAILABLE ON-SITE, CONTRACTOR SHALL PROVIDE ALL REPAIR PARTS AND MAINTENANCE SUPPLIES AND INVOICES SEPARATELY TO THE GOVERNMENT.

- D.** TRAVEL EXPENSES WILL BE DIRECTLY CHARGED TO EACH INDIVIDUAL SERVICE CALL UNDER THIS CONTRACT AND WILL BE BASED ON REASONABLE ACTUAL COST INCURRED IN ACCORDANCE WITH PUBLIC LAW (pl)55-836. TRAVEL EXPENSES SHALL INCLUDE HOURLY TRAVEL RATE PLUS PER DIEM, AIRFARE AND RENTAL VEHICLE.
- E.** AIR FARE AND CAR RENTAL SHALL BE REIMBURSED AT ACTUAL COSTS. ALL OTHER TRAVEL OTHER EXPENSES (MILEAGE, PARKING, PER DIEM, AND MISC. EXPENSES) WILL BE REIMBURSED IN ACCORDANCE WITH THE JOINT TRAVEL REGULATIONS (JTR). RECEIPTS MUST BE SUBMITTED TO THE CONTRACTING OFFICER FOR ALLT TRAVEL EXPENSES.

SPECIAL PROVISION 7 : PLEASE SUBMIT PAST PERFORMANCE IN ACCORDANCE WITH LOCAL CLAUSE 52.0000-4708.

SPECIAL PROVISION 8: CONTRACTOR SHALL BE NOTIFIED AT LEAST SIXTY (60) CALENDAR DAYS PRIOR TO EXPIRATION DATE OF THE CONTRACT IF THE GOVERNMENT INTENDS TO EXERCISE ITS OPTION TO EXTEND THE CONTRACT FOR AND ADDITIONAL YEAR. IN THE EVENT THE GOVERNMENT FAILS TO NOTIFY THE CONTRACTOR WITHIN SAID SIXTY (60) CALENDAR DAYS, BUT AT A TIME LESS THAN SIXTY (60) DAYS PRIOR TO THE EXPIRATION DATE DOES NOTIFY CONTRACTOR THAT IT INTENDS TO EXERCISE THE OPTION TO EXTEND THE CONTRAC FOR AN ADDITIONAL YEAR. THE CONTRACTOR WILL HAVE THE RIGHT TO WAIVE THE SIXTY (60) CALENDAR DAYS NOTICE REQUIREMENT AND TO PERFORM UNDER THE OPTION YEAR CONTRACT.

SPECIAL PROVISION 9: VENDOR MUST ACCEPT GOVERNMENTAL SMART PAY VISA CREDIT CARD OR PROVIDE THEIR ELECTRONIC FUNDS TRANSFER ADDRESS. CONTRACTORS MUST BE REGISTERED IN THE CENTRAL CONTRACTOR REGISTRATION PROGRAM BEFORE AND AWARD WILL BE ISSUED.

COMPLETE THE FOLLOWING INFORMATION:

ACCEPT VISA_____YES_____NO

IF NO: EFT ADDRESS:_____

FEDERAL TAX IDENTIFICATION NO:_____

DUN & BRADSTREET NUMBER: _____

CAGE CODE: _____

CENTRAL CONTRACTOR REGISTRY: _____ **YES** _____ **NO**

FAX# _____

VENDOR POC & PHONE NUMBER: _____

VENDOR'S EMAIL ADDRESS _____

SPECIAL PROVISION 10: While Price is not the most important factor, the closer the Offerors' evaluations are in those factors other than Price, the more important Price becomes in the decision. Notwithstanding the relative order of importance of the three evaluation factors as stated herein, Price may be controlling when:

- (1) Proposals are otherwise considered approximately equal in Technical Capability and Past Performance;
- or
- (2) An otherwise superior proposal is unaffordable; or
- (3) The advantages of a higher rated, higher priced proposal are not considered to be worth the price premium.

SPECIAL PROVISION 11:

Please review the accuracy of your central contractor registration (CCR) information. The Department of Defense began using a new reporting system in fiscal year 2005. The system will automatically pull information from the CCR. It is imperative that the information for your company is correctly recorded. Awarding of a contract to a particular company could be impacted by the information found at the CCR.

SPECIAL PROVISION 12:

Per the OSHA Hazard Communication Standard, we (Depot) are required to let the contractor know of any potential hazards that may be associated with a job. In this case, we should let the contractor know that any dust contacted while doing maintenance on the cranes, may contain at least trace amounts of heavy metals to include Cadmium, Chromium, Nickel, Manganese and Lead. It is then his responsibility to take the necessary precautions to protect his employees.

SPECIAL PROVISION 13:

The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor will report ALL contractor manpower (including subcontractor manpower) required for performance of this contract. The contractor is required to completely fill in all the information in the format using the following web address: <https://contractormanpower.army.pentagon.mil> . The required information includes: (1) Contracting Office, Contracting Officer, Contracting Officer's Technical Representative; (2) Contract number including task and delivery order number; (3) Beginning and ending dates covered by reporting period; (4) Contractor name, address, phone number, e-mail address, identity of contractor employee entering data; (5) Estimated direct labor hours (including sub-contractors); (6) Estimated direct labor dollars paid this reporting period (including sub-contractors); (7) Total payments (including sub-contractors); (8) Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC

for each sub-contractor if different); (9) Estimated data collection cost; (10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the contractor with its UIC for the purposes of reporting this information); (11) Locations where contractor and sub-contractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on website); (12) Presence of deployment or contingency contract language; and (13) Number of contractor and sub-contractor employees deployed in theater this report period (by country). As part of its submission, the contractor will also provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period will be the period of performance not to exceed 12 months ending September 30 of each government fiscal year and must be reported by 31 October of each calendar year. Contractors may use a direct XML data transfer to the database server or fill in the fields on the website. The XML direct transfer is a format for transferring files from a contractor's systems to the secure web site without the need for separate data entries for each requirement data element at the web site. The specific formats for the XML direct transfer may be downloaded from the web site.

This CLIN is used for the pricing of the collection and reporting of Contractor Manpower Reporting data. Reporting period will be the period of performance not to exceed twelve months ending 30 September of each Government Fiscal Year and must be reported by 31 October of each calendar year.

SPECIAL PROVISION 14 :

THE FEDERAL GOVERNMENT IS REQUIRED BY LAW TO PURCHASE PRODUCTS AND PRACTICES THAT PROMOTE RECYCLING AND OTHER ENVIRONMENTALLY FRIENDLY PRACTICES. CONSEQUENTLY, USE OF ITEMS CONTAINING RECOVERED MATERIALS IS REQUIRED AS PART OF THE PERFORMANCE OF THIS CONTRACT. SPECIFICALLY, THE ENVIRONMENTAL PROTECTION AGENCY (EPA) HAS ISSUED MINIMUM RECOVERED MATERIALS CONTENT LEVELS FOR THE PRODUCTS IN THE ATTACHED LIST OF DESIGNATED RECOVERED MATERIALS CONTENT PRODUCTS. THE CONTRACTOR SHALL OBTAIN INFORMATION ON RECOVERED MATERIAL CONTENT LEVELS USED IN PERFORMANCE OF THIS CONTRACT FROM THE VENDOR OR MANUFACTURER. EXCEPT AS SPECIFICALLY WAIVED IN WRITING, FOR REASONS OF PRICE, PERFORMANCE OR AVAILABILITY, ANY PRODUCTS IN THE ATTACHED LIST PROVIDED BY THE CONTRACTOR AS PART OF THE PERFORMANCE OF THE CONTRACT MUST MEET THE MINIMUM PERCENTAGE LEVELS OF RECOVERED MATERIALS.

THE CONTRACTOR IS RESPONSIBLE FOR INSURING THAT ALL SUB-CONTRACTORS COMPLY WITH THIS ORDER. THE CONTRACTOR SHALL SUBMIT THE ATTACHED CONTRACTOR REQUEST FOR WAIVER FOR NON-EPA COMPREHENSIVE GUIDELINE ITEMS" AS WRITTEN DOCUMENTATION TO SUPPORT THE DECISION NOT TO ACQUIRE ITEMS MEETING THE MINIMUM CONTENT LEVELS, BASED ON ONE OF THE THREE JUSTIFICATIONS BELOW:

- A. THE PRODUCT IS NOT AVAILABLE FROM A SUFFICIENT NUMBER OF SOURCES TO MAINTAIN A SUFFICIENT LEVEL OF COMPETITION (I.E. AVAILABLE FROM TWO OR MORE SOURCES) OR IS NOT AVAILABLE AT A REASONABLE PRICE.
- B. THE PRODUCT IS NOT AVAILABLE WITHIN A REASONABLE PERIOD OF TIME.
- C. THE PRODUCT DOES NOT MEET THE PERFORMANCE STANDARDS IN APPLICABLE SPECIFICATIONS OR FAILS TO MEET REASONABLE PERFORMANCE STANDARDS OF THE AGENCY.

STATEMENT OF WORK

STATEMENT OF WORK

REV. 19 July 2007

1. All work done shall be in conformance to current OSHA, CMAA, NEC, and NEMA guidelines. The contractor shall have personnel with a minimum of one-year experience working on cranes
2. Operation test of all motions, limit switches, load brakes, cables/chains, and observe obvious defects. Check for emergency stops, manual or magnetic switches, motion warning devices and various other operational functions as required.
3. Examine all electrical components: mainline conductors, trolley conductors, contact tips, pendant box, push buttons, resistors, brake coils, and all wiring.
4. Examine all mechanical components: brakes, hubs, fiber and steel discs, hook block, gearboxes, and drive shafts. Check all bearings and run out of gearing, couplings, drums, bridge and trolley wheels, Examine rail sweeps, bumpers, runway supports, overhead rails, fasteners, and other related items.
5. Examine all miscellaneous components such as crane lights, work platform access ladders, and footwalks.
6. Perform normal preventive maintenance: lubrication, oil levels, adjustment ect. and any minor repairs not to exceed 20 minutes to complete.
7. Written reports will be required ten (10) working days following completion of inspection. The report shall include all items checked whether satisfactory or deficient, if deficient a description of the deficiency shall be provided.
8. The contractor shall supply all personnel and equipment to execute the contract.
9. The contractor shall comply with all safety policies and standards regarding overhead work processes, personal protective equipment.
10. The inspection report shall identify repeat conditions from previous reports and shall identify specific OSHA design and operational deficiencies.
11. The contractor shall notify the contracting officer when any condition is found which presents imminent danger to personnel.
12. The contractor shall provided emergency that shall be responded to within four (4) hours of notification.
13. The contractor must be certified in rigging fabrication.
14. All items found in the inspection process, as deficient shall be supplied to the contracting officer with the price of repair and a time line to do the work. At this point the contracting officer will determine if the contractor can proceed with the work or place this work on the street for bid process.
15. (AS A MINIMUM) All bridge cranes in building 400 shall be inspected Monthly. All lifting slings used on the bridges in 400 shall be inspected annually.

16. **Safety Practices and Guidelines.** The Contractor shall conform to all federal OSHA standards applicable to the work performed and all safety practices and guidelines contained within this Statement of Work. Contractor shall strictly adhere to the contract clause entitled "Accident Prevention", Army Material Command (AMC) Regulation (R) 385-100, Safety and Occupational Health Regulation ANADR 385-1, Engineering Manual (EM) 385-1-1, 29 Code of Federal Regulations (CFR) 1926/1910, other related Department of Transportation (DOT) Regulations (49 CFR), and all local policies.

If a contractor employee is observed performing an activity in a manner inconsistent with any of the above cited regulations or is engaged in any activity that is dangerous to life, limb, or government property, the ANAD Safety Representative shall have the authority to notify the employee and/or the contractor's on-site supervisor of the hazardous activity and require correction of the hazardous activity. This authority does not preclude the Safety Representative from notifying the Contracting Officer's Representative of the hazardous condition or safety violation in appropriate situations.

If necessary, the ANAD Safety Representative shall have the authority on behalf of the Contracting Officer to require the contractor and/or its employee to stop the hazardous activity until corrective action is taken to eliminate a hazardous condition or safety violation. Said action shall not be considered to be the basis of a claim and shall be at no cost to the Government.

Contractor will notify ANAD Safety Office immediately of Reports of Inspections and/or Notices of Violation or other enforcement actions (including warning letters) received from by local, State, and Federal Regulators in which the violation is attributed to the action of the contractor or its subcontractors while working or providing services on ANAD installation. Contractor will provide ANAD with a copy of the Inspection Report, Notice of Violation or other enforcement action, and all supporting documentation.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	NON-PERSONAL SERVICE: FFP PROVIDE ALL TOOLS, EQUIPMENT LABOR AND PARTS TO PERFORM ON-SITE REPAIR AND MAINTENANCE OF CRANE SYSTEMS IAW THE SOW. BASE YEAR PERIOD - FROM DATE OF AWARD TO 12 MONTHS AFTER CONTRACT AWARD. FOB: Destination PURCHASE REQUEST NUMBER: A5200070860318	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		1	Lump Sum		

NON-PERSONAL SERVICES:

T&M

EMERGENCY CALLS OUTSIDE THE SCOPE OF THE MAINTENANCE, REPAIR AND REBUILDING OF EQUIPMENT, A MINIMUM OF 4 HOURS RESPONSE TIME IS REQUIRED. EMERGENCY CALLS TO BE BILLED AT ACTUAL COSTS. PUBLISHED PRICE LIST TO BE PROVIDED FOR PARTS REQUIRED ON EACH EMERGENCY CALL. BASE YEAR PERIOD - FROM DATE OF AWARD TO 12 MONTHS AFTER CONTRACT AWARD.

NORMAL LABOR RATES MONDAY - FRIDAY

\$_____PER HOUR

OUTSIDE NORMAL LABOR RATES MONDAY - SATURDAY

\$_____PER HOUR

OUTSIDE NORMAL LABOR RATES SUNDAYS AND HOLIDAYS

\$_____PER HOUR

GOVERNMENT WILL RESERVE THE RIGHT TO INSERT A LUMP SUM AT TIME OF AWARD FOR EMERGENCY CALLS PER HOURLY RATE. CONTRACTOR SHALL INCLUDE AMOUNT FOR HOURLY RATES ONLY.

FOB: Destination

PURCHASE REQUEST NUMBER: A5200070860318

TOT ESTIMATED PRICE

CEILING PRICE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	CONTRACTOR MANPOWER REPORTING FFP CONTRACTOR SHALL REPORT ALL CONTRACTOR MANPOWER (INCLUDING SUBCONTRACTOR MANPOWER) REQUIRED FOR PERFORMANCE OF THIS CONTRACT IN STRICT ACCORDANCE WITH THE GUIDANCE. SEE SPECIAL PROVISION 12 FOR MORE INFORMATION. BASE YEAR PERIOD - FROM TIME OF AWARD TO 30 SEPTEMBER. MUST BE REPORTED BY 31 OCTOBER OF EACH CALENDAR YEAR. FOB: Destination PURCHASE REQUEST NUMBER: A5200070860318	1	Lump Sum		

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	CONTRACTOR MANPOWER REPORTING T&M CONTRACTOR SHALL REPORT ALL CONTRACTOR MANPOWER (INCLUDING SUBCONTRACTOR MANPOWER) REQUIRED FOR PERFORMANCE OF THIS CONTRACT IN STRICT ACCORDANCE WITH THE GUIDANCE. SEE SPECIAL PROVISION 12 FOR MORE INFORMATION. BASE YEAR PERIOD - FROM DATE OF AWARD TO 12 MONTHS AFTER CONTRACT AWARD. FOB: Destination PURCHASE REQUEST NUMBER: A5200070860318	1	Lump Sum		

TOT ESTIMATED PRICE

CEILING PRICE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	TRAVEL EXPENSES COST FFP AIR FARE AND CAR RENTAL SHALL BE REIMBURSED AT ACTUAL COSTS. ALL OTHER TRAVEL EXPENSES (MILEAGE, PARKING, PER DIEM, AND MIS. EXPENSES) WILL BE REIMBURSED IN ACCORDANCE WITH THE JOINT TRAVEL REGULATIONS (JTR). RECEIPTS MUST BE SUBMITTED TO THE CONTRACTING OFFICER FOR ALL TRAVEL EXPENSES. FOB: Destination	1	Lump Sum		
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006 OPTION	NON-PERSONAL SERVICE: FFP PROVIDE ALL TOOLS, EQUIPMENT LABOR AND PARTS TO PERFORM ON-SITE REPAIR AND MAINTENANCE OF CRANE SYSTEMS IAW THE SOW. 1ST OPTION YEAR PERIOD - FROM DATE OF AWARD TO 12 MONTHS AFTER CONTRACT AWARD. FOB: Destination	12	Months		
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007		1	Lump Sum		

OPTION NON-PERSONAL SERVICES

T&M

EMERGENCY CALLS OUTSIDE THE SCOPE OF THE MAINTENANCE, REPAIR AND REBUILDING OF EQUIPMENT, A MINIMUM OF 4 HOURS RESPONSE TIME IS REQUIRED. EMERGENCY CALLS TO BE BILLED AT ACTUAL COSTS. PUBLISHED PRICE LIST TO BE PROVIDED FOR PARTS REQUIRED ON EACH EMERGENCY CALL. 1ST OPTION YEAR PERIOD - FROM DATE OF AWARD TO 12 MONTHS AFTER CONTRACT AWARD.

NORMAL LABOR RATES MONDAY - FRIDAY

\$_____PER HOUR

OUTSIDE NORMAL LABOR RATES MONDAY - SATURDAY

\$_____PER HOUR

OUTSIDE NORMAL LABOR RATES SUNDAYS AND HOLIDAYS

\$_____PER HOUR

GOVERNMENT WILL RESERVE THE RIGHT TO INSERT A LUMP SUM AT TIME OF AWARD FOR EMERGENCY CALLS PER HOURLY RATE. CONTRACTOR SHALL INCLUDE AMOUNT FOR HOURLY RATES ONLY.

FOB: Destination

TOT ESTIMATED PRICE

CEILING PRICE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008		1	Lump Sum		
OPTION	CONTRACTOR MANPOWER REPORTING FFP CONTRACTOR SHALL REPORT ALL CONTRACTOR MANPOWER (INCLUDING SUBCONTRACTOR MANPOWER) REQUIRED FOR PERFORMANCE OF THIS CONTRACT IN STRICT ACCORDANCE WITH THE GUIDANCE. SEE SPECIAL PROVISION 12 FOR MORE INFORMATION. BASE YEAR PERIOD - FROM TIME OF AWARD TO 30 SEPTEMBER. MUST BE REPORTED BY 31 OCTOBER OF EACH CALENDAR YEAR. FOB: Destination				
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009		1	Lump Sum		
OPTION	CONTRACTOR MANPOWER REPORTING FFP CONTRACTOR SHALL REPORT ALL CONTRACTOR MANPOWER (INCLUDING SUBCONTRACTOR MANPOWER) REQUIRED FOR PERFORMANCE OF THIS CONTRACT IN STRICT ACCORDANCE WITH THE GUIDANCE. SEE SPECIAL PROVISION 12 FOR MORE INFORMATION. 1ST OPTION YEAR PERIOD - FROM DATE OF AWARD TO 12 MONTHS AFTER CONTRACT AWARD. FOB: Destination				
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010		1	Lump Sum		
OPTION	TRAVEL EXPENSES COST FFP AIR FARE AND CAR RENTAL SHALL BE REIMBURSED AT ACTUAL COSTS. ALL OTHER TRAVEL EXPENSES (MILEAGE, PARKING, PER DIEM, AND MIS. EXPENSES) WILL BE REIMBURSED IN ACCORDANCE WITH THE JOINT TRAVEL REGULATIONS (JTR). RECEIPTS MUST BE SUBMITTED TO THE CONTRACTING OFFICER FOR ALL TRAVEL EXPENSES. FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011		12	Months		
OPTION	NON-PERSONAL SERVICE: FFP PROVIDE ALL TOOLS EQUIPMENT, LABOR AND PARTS TO PERFORM ONSITE REPAIR MAINTENANCE OF CRANE SYSTEMS IAW THE SOW. 2ND OPTION YEAR PERIOD - FROM DATE OF AWARD TO 12 MONTHS AFTER CONTRACT AWARD. FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012		1	Lump Sum		

OPTION

NON-PERSONAL SERVICES:

T&M

EMERGENCY CALLS OUTSIDE THE SCOPE OF THE MAINTENANCE, REPAIR AND REBUILDING OF EQUIPMENT, A MINIMUM OF 4 HOURS RESPONSE TIME IS REQUIRED. EMERGENCY CALLS TO BE BILLED AT ACTUAL COSTS. PUBLISHED PRICE LIST TO BE PROVIDED FOR PARTS REQUIRED ON EACH EMERGENCY CALL. 2ND OPTION YEAR PERIOD - FROM DATE OF AWARD TO 12 MONTHS AFTER CONTRACT AWARD.

NORMAL LABOR RATES MONDAY - FRIDAY

\$_____PER HOUR

OUTSIDE NORMAL LABOR RATES MONDAY - SATURDAY

\$_____PER HOUR

OUTSIDE NORMAL LABOR RATES SUNDAYS AND HOLIDAYS

\$_____PER HOUR

GOVERNMENT WILL RESERVE THE RIGHT TO INSERT A LUMP SUM AT TIME OF AWARD FOR EMERGENCY CALLS PER HOURLY RATE. CONTRACTOR SHALL INCLUDE AMOUNT FOR HOURLY RATES ONLY.

FOB: Destination

TOT ESTIMATED PRICE

CEILING PRICE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013		1	Lump Sum		
OPTION	CONTRACTOR MANPOWER REPORTING FFP CONTRACTOR SHALL REPORT ALL CONTRACTOR MANPOWER (INCLUDING SUBCONTRACTOR MANPOWER) REQUIRED FOR PERFORMANCE OF THIS CONTRACT IN STRICT ACCORDANCE WITH THE GUIDANCE. SEE SPECIAL PROVISION 12 FOR MORE INFORMATION. BASE YEAR PERIOD - FROM TIME OF AWARD TO 30 SEPTEMBER. MUST BE REPORTED BY 31 OCTOBER OF EACH CALENDAR YEAR. FOB: Destination				
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014		1	Lump Sum		
OPTION	CONTRACTOR MANPOWER REPORTING FFP CONTRACTOR SHALL REPORT ALL CONTRACTOR MANPOWER (INCLUDING SUBCONTRACTOR MANPOWER) REQUIRED FOR PERFORMANCE OF THIS CONTRACT IN STRICT ACCORDANCE WITH THE GUIDANCE. SEE SPECIAL PROVISION 12 FOR MORE INFORMATION. 2ND OPTION YEAR PERIOD - FROM DATE OF AWARD TO 12 MONTHS AFTER CONTRACT AWARD. FOB: Destination				
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0015		1	Lump Sum		
OPTION	TRAVEL EXPENSES FFP AIR FARE AND CAR RENTAL SHALL BE REIMBURSED AT ACTUAL COSTS. ALL OTHER TRAVEL EXPENSES (MILEAGE, PARKING, PER DIEM, AND MIS. EXPENSES) WILL BE REIMBURSED IN ACCORDANCE WITH THE JOINT TRAVEL REGULATIONS (JTR). RECEIPTS MUST BE SUBMITTED TO THE CONTRACTING OFFICER FOR ALL TRAVEL EXPENSES. FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0016		12	Months		
OPTION	Service/Supplies FFP PROVIDE ALL TOOLS, EQUIPMENT, LABOR AND PARTS TO PERFORM REPAIR AND MAINTENANCE OF CRANE SYSTEM IAW SOW. 3RD OPTION YEAR PERIOD - FROM DATE OF AWARD TO 12 MONTHS AFTER CONTRACT AWARD. FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0017		1	Lump Sum		

OPTION

NON-PERSONAL SERVICE

T&M

EMERGENCY CALLS OUTSIDE THE SCOPE OF THE MAINTENANCE, REPAIR AND REBUILDING OF EQUIPMENT, A MINIMUM OF 4 HOURS RESPONSE TIME IS REQUIRED. EMERGENCY CALLS TO BE BILLED AT ACTUAL COSTS. PUBLISHED PRICE LIST TO BE PROVIDED FOR PARTS REQUIRED ON EACH EMERGENCY CALL. 3RD OPTION YEAR PERIOD - FROM DATE OF AWARD TO 12 MONTHS AFTER CONTRACT AWARD.

NORMAL LABOR RATES MONDAY - FRIDAY

\$_____PER HOUR

OUTSIDE NORMAL LABOR RATES MONDAY - SATURDAY

\$_____PER HOUR

OUTSIDE NORMAL LABOR RATES SUNDAYS AND HOLIDAYS

\$_____PER HOUR

GOVERNMENT WILL RESERVE THE RIGHT TO INSERT A LUMP SUM AT TIME OF AWARD FOR EMERGENCY CALLS PER HOURLY RATE. CONTRACTOR SHALL INCLUDE AMOUNT FOR HOURLY RATES ONLY.

FOB: Destination

TOT ESTIMATED PRICE

CEILING PRICE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0018		1	Lump Sum		
OPTION	CONTRACTOR MANPOWER REPORTING FFP CONTRACTOR SHALL REPORT ALL CONTRACTOR MANPOWER (INCLUDING SUBCONTRACTOR MANPOWER) REQUIRED FOR PERFORMANCE OF THIS CONTRACT IN STRICT ACCORDANCE WITH THE GUIDANCE. SEE SPECIAL PROVISION 12 FOR MORE INFORMATION. BASE YEAR PERIOD - FROM TIME OF AWARD TO 30 SEPTEMBER. MUST BE REPORTED BY 31 OCTOBER OF EACH CALENDAR YEAR. FOB: Destination				

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0019		1	Lump Sum		
OPTION	CONTRACTOR MANPOWER REPORTING FFP CONTRACTOR SHALL REPORT ALL CONTRACTOR MANPOWER (INCLUDING SUBCONTRACTOR MANPOWER) REQUIRED FOR PERFORMANCE OF THIS CONTRACT IN STRICT ACCORDANCE WITH THE GUIDANCE. SEE SPECIAL PROVISION 12 FOR MORE INFORMATION. 3RD OPTION YEAR PERIOD - 12 MONTHS AFTER CONTRACT AWARD. FOB: Destination				

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0020		1	Lump Sum		
OPTION	TRAVEL EXPENSES COST FFP AIR FARE AND CAR RENTAL SHALL BE REIMBURSED AT ACTUAL COSTS. ALL OTHER TRAVEL EXPENSES (MILEAGE, PARKING, PER DIEM, AND MIS. EXPENSES) WILL BE REIMBURSED IN ACCORDANCE WITH THE JOINT TRAVEL REGULATIONS (JTR). RECEIPTS MUST BE SUBMITTED TO THE CONTRACTING OFFICER FOR ALL TRAVEL EXPENSES. FOB: Destination				
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0021		12	Months		
OPTION	NON-PERSONAL SERVICE: FFP PROVIDE ALL TOOLS, LABOR,EQUIPMENT AND PARTS TO PERFORM ONSITE REPAIR AND MAINTENANCE OF CRANE SYSTEMS IAW THE SOW. 4TH OPTION YEAR PERIOD - FROM DATE OF AWARD TO 12 MONTHS AFTER CONTRACT AWARD. FOB: Destination				
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0022		1	Lump Sum		

OPTION

NON-PERSONAL

T&M

EMERGENCY CALLS OUTSIDE THE SCOPE OF THE MAINTENANCE, REPAIR AND REBUILDING OF EQUIPMENT, A MINIMUM OF 4 HOURS RESPONSE TIME AS REQUIRED. EMERGENCY CALLS TO BE BILLED AT ACTUAL COSTS. PUBLISHED PRICE LIST TO BE PROVIDED FOR PARTS REQUIRED ON EACH EMERGENCY CALL. 4TH OPTION YEAR PERIOD - FROM DATE OF AWARD TO 12 MONTHS AFTER CONTRACT AWARD.

NORMAL LABOR RATES MONDAY - FRIDAY

\$_____PER HOUR

OUTSIDE NORMAL LABOR RATES MONDAY - SATURDAY

\$_____PER HOUR

OUTSIDE NORMAL LABOR RATES SUNDAYS AND HOLIDAYS

\$_____PER HOUR

GOVERNMENT WILL RESERVE THE RIGHT TO INSERT A LUMP SUM AT TIME OF AWARD FOR EMERGENCY CALLS PER HOURLY RATE. CONTRACTOR SHALL INCLUDE AMOUNT FOR HOURLY RATES ONLY.

FOB: Destination

TOT ESTIMATED PRICE

CEILING PRICE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0023		1	Lump Sum		
OPTION	CONTRACTOR MANPOWER REPORTING FFP CONTRACTOR SHALL REPORT ALL CONTRACTOR MANPOWER (INCLUDING SUBCONTRACTOR MANPOWER) REQUIRED FOR PERFORMANCE OF THIS CONTRACT IN STRICT ACCORDANCE WITH THE GUIDANCE. SEE SPECIAL PROVISION 12 FOR MORE INFORMATION. BASE YEAR PERIOD - FROM TIME OF AWARD TO 30 SEPTEMBER. MUST BE REPORTED BY 31 OCTOBER OF EACH CALENDAR YEAR. FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0024		1	Lump Sum		
OPTION	CONTRACTOR MANPOWER REPORTING FFP CONTRACTOR SHALL REPORT ALL CONTRACTOR MANPOWER (INCLUDING SUBCONTRACTOR MANPOWER) REQUIRED FOR PERFORMANCE OF THIS CONTRACT IN STRICT ACCORDANCE WITH THE GUIDANCE. SEE SPECIAL PROVISION 12 FOR MORE INFORMATION. 4TH OPTION YEAR PERIOD - 12 MONTHS AFTER CONTRACT AWARD. FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0025		1	Lump Sum		
OPTION	TRAVEL EXPENSES COSTS FFP AIR FARE AND CAR RENTAL SHALL BE REIMBURSED AT ACTUAL COSTS. ALL OTHER TRAVEL EXPENSES (MILEAGE, PARKING, PER DIEM, AND MIS. EXPENSES) WILL BE REIMBURSED IN ACCORDANCE WITH THE JOINT TRAVEL REGULATIONS (JTR). RECEIPTS MUST BE SUBMITTED TO THE CONTRACTING OFFICER FOR ALL TRAVEL EXPENSES. FOB: Destination				
NET AMT					

CLAUSES INCORPORATED BY REFERENCE

52.204-7	Central Contractor Registration	OCT 2003
52.217-5	Evaluation Of Options	JUL 1990
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.223-4	Recovered Material Certification	OCT 1997
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.232-7	Payments Under Time-And-Materials And Labor Hour Contracts	FEB 2007
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.243-3	Changes--Time-And-Material Or Labor-Hours	SEP 2000
52.246-6	Inspection--Time-And-Material And Labor-Hour	MAY 2001
52.249-6 Alt IV	Termination (Cost Reimbursement) (May 2004) - Alternate IV	SEP 1996
52.249-14	Excusable Delays	APR 1984
252.201-7000	Contracting Officer's Representative	DEC 1991
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	NOV 2003
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993

CLAUSES INCORPORATED BY FULL TEXT

52.0000-4000 DISCLOSURE OF UNIT PRICE INFORMATION

This constitutes notification pursuant to Executive Order 12600, Pre-Disclosure Notification Procedures for Confidential Commercial Information (June 23, 1987), of our intention to release unit prices in response to any request under the Freedom of Information Act, 5 USC 552. Unit price is defined as the contract price per unit or item purchased. We consider any objection to be waived unless the contracting officer is notified of your objection to such posting prior to submission of initial proposals.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT**52.000-4055 NOTICE OF CONTRACT MANAGEMENT**

Notwithstanding the Contractor's responsibility for total management responsibility during the performance of this Contract, the administration of the Contract will require maximum coordination between the Government and the Contractor. Upon award of a Contract, the Contracting Officer will appoint a Contracting Officer's Representative as his point of contact.

(a) Contracting Officer's Representative

A COR will be appointed by the Contracting Officer to monitor the Contract for technical compliance and to assist with Contract Administration. The precise responsibility and authority of the COR will be explained in his letter of appointment. The Contractor will be provided a copy of the COR appointment letter.

(b) Contracting Officer

The Contracting Officer is responsible for and will manage all Contract Administration. Accordingly, all communication pertaining to Contract Administration shall be addressed to the Contracting Officer.

CLAUSES INCORPORATED BY FULL TEXT**52.0000-4204 COVERAGE OF OPEN DELIVERY TRUCKS**

All open delivery trucks or other delivery vehicles shall be covered with a tarp or other means to preclude paper or other materials from blowing out along the roadways.

52.0000-4402 MISUSE OF GOVERNMENT SYSTEMS

(This requirement applies to misuse of telephone systems, e-mail, and other information technology systems including the Internet for the visiting, viewing, transmitting, printing or mailing of sexually explicit materials or other misuse.)

(a) Any individual, firm, corporation, partnership, association, or other legal non-Federal entity or tenant activity that enters into a contract directly with the Anniston Army Depot to furnish services, supplies, or both, including construction (prime or subcontractors), if applicable, are strictly prohibited from misusing Government equipment, telephone systems, e-mail and other systems including the Internet for visiting, viewing, transmitting, printing or mailing sexually explicit materials via the Internet web sites. Such use includes, but is not limited to, the use of the aforementioned communications systems to:

(1) Create, download, store, copy, transmit, or broadcast chain letters;

(2) Create, download, store, copy, transmit, or broadcast sexually explicit materials;

(3) "Spam," that is, to exploit list servers or similar broadcast systems for purposes beyond their intended scope to amplify the widespread distribution of unsolicited e-mail;

(4) Send a "letter-bomb," that is, to re-send the same e-mail message repeatedly to one or more recipients to interfere with the recipient's use of e-mail;

(5) Broadcast unsubstantiated virus warnings from sources other than systems administrators; or

(6) Broadcast e-mail messages to large groups of e-mail users (entire organizations) instead of targeting smaller populations.

(b) Guidance for telephone calls while at a temporary duty location is reflected in the Joint Travel Regulations (JTR).

(c) Abuse of DoD and Army telecommunications systems, to include telephone, e-mail systems, or the Internet, will be immediately brought to the attention of the perpetrating individual's (firm, corporation, partnership, association, or other legal non-Federal entity or tenant activity) management and may result in their immediate dismissal (long or short term) from the Anniston Army Depot's facilities and/or some other disciplinary action or contract remedy.

(d) When deemed appropriate the responsible individual, firm, corporation, partnership, association, or other legal non-Federal entity or tenant activity entering into a contract directly with the Anniston Army Depot to furnish services, supplies, or both, including construction (prime or subcontractors) will fully reimburse/compensate the Anniston Army Depot for the time lost during the employee's illegal activities, for the use of the computer and telephone lines during the identified periods of misuse, and for such other consequential damages as may be appropriate.

(e) The use of the Anniston Army Depot's telephone systems, e-mail and other systems (including the Internet) are limited to the conduct of official business or other authorized uses. Official business calls and e-mail messages are defined as those that are necessary in the interest of the Government (for example, calls and e-mail messages directly related to the conduct of DoD business or having an indirect impact on this depot's ability to conduct its business).

(End of clause)

This requirement is only applicable to the Contractor when the Contractor has employees working on the Anniston Army Depot.

1. All contractors are responsible for obtaining/returning identification badges and/or vehicle decals required for the term of the contract or release of employee (see paragraph 2 on release of Contractor employee). See Local Rules and Regulations clause. All Contractor employees meeting with Government employees or attending meetings at Anniston Army Depot (ANAD) shall, at the beginning of the meeting, announce to all other attendees that they are Contractor employees, employed by (Name of Contractor/address), and the name of all other companies or individuals that currently employ them or that the Contractor employee currently represents. In addition, Contractor employees shall wear visible insignia that readily displays their company's name. This may be in the form of a hat or clothing bearing a company logo, a badge, etc. Also, all Contractor employees must identify themselves as Contractor employees when answering Government telephones, working in situations where their actions could be construed as official Government acts, and include the company's name in his or her email display.

(a) If the Contractor requires computer access for completion of the contract, Contractor shall provide a written request to Directorate of Contracting; the COR will provide the Security Investigation Information or Letter of Clearance to the Personnel Security Office, Security Management Office, ten (10) days prior to the requirement for computer access. If Contractor employees depart Anniston Army Depot **prior to completion of contract**, written notice must be made to Directorate of Contracting and Directorate of Information Management. At the completion of the contract, written notice must be given to Directorate of Contracting AND Directorate of Information Management before final payment will be made.

(b) Contractor must provide written notice to Directorate of Contracting AND Directorate of Law Enforcement when Contractor employees are terminated **before completion of contract**. Written notice shall be provided to the Directorate of Contracting and Directorate of Law Enforcement (DLE) by the Contractor when the contract is complete.

2. Badges and vehicle decals should be returned when they expire at the end of the contract or upon employee termination, whichever comes first. When the contract number under which the badge was obtained is completed (date of last delivery or performance of last service), including any exercise of an option pursuant to the terms of the contract, the Contractor shall return the badges for all employees and vehicle decals to the DLE and obtain a receipt for each within three (3) business days after ending date of contract. Contractor shall provide written notice to Directorate of Contracting, Directorate of Information Management (when access to Government computers required), DLE, and Security Management Office when Contractor employees are terminated before the completion of the contract.

3. Failure to comply with the requirement in Paragraph 2 will be grounds for withholding any funds due the Contractor until badges are returned or paid for, notwithstanding any other clause or requirements in the contract. Failure to comply may also be used as an adverse factor with respect to Contractor past performance in connection with award of future contracts to the firm.

4. If the Contractor obtains a new or follow-on contract for work at ANAD, Contractor shall obtain new badges for each employee indicating on the request the new or follow-on contract number and comply with the above. This paragraph does not apply under options.

5. Non-Disclosure Agreement: If access to nonpublic information is required, the Contractor and each Contractor employee working on ANAD shall sign a non-disclosure statement on their company's letterhead prior to commencing work under the contract or obtaining the badges required by Paragraph 1 above. There will be one non-disclosure statement for each employee. The non-disclosure statement shall be worded as stated in Paragraph 7 below.

6. The COR/Government POC shall coordinate the Contractor's badging process (schedule appointments with DLE, etc.). The Contractor shall furnish (before initiating work under the contract) two copies of the non-disclosure

statement for each Contractor employee to the COR/Government POC. The COR/Government POC shall maintain one copy and provide one copy to the Administrative Contracting Officer for inclusion in the official contract file.

7. Before any non-government employee can be given access to nonpublic information covered by the non-disclosure agreement, there must be a written agreement between the recipient Contractor and the owner of the proprietary information. A copy of this agreement must be made a part of the contract file.

Format for
CERTIFICATE OF NON-DISCLOSURE

I, _____, an employee, authorized representative, and agent of _____, a contractor (hereinafter RECIPIENT) providing support services to Anniston Army Depot (hereinafter ANAD), and likely to have access to nonpublic information under contract number _____, agree to and promise the following:

WHEREAS RECIPIENT is engaged in delivering support services to ANAD under contract; and

WHEREAS it is the intention of ANAD to protect and prevent access to and disclosure of nonpublic information to anyone other than employees of the United States Government who have a need to know; and

WHEREAS ANAD acknowledges that RECIPIENT will from time to time have or require access to such nonpublic information in the course of delivering the contract services; and

WHEREAS RECIPIENT may be given or otherwise have access to nonpublic information while providing such services; and

WHEREAS "nonpublic information" includes such information as proprietary information (e.g., information submitted by a contractor marked as proprietary), information marked as having restrictions on its use (e.g., data having "limited rights," "restricted rights" or "Government purpose license rights" legends), information having Distribution Statements thereon per DoDD 5230.24, advanced procurement information (e.g., future requirements, statements of work, and acquisition strategies), source selection information (e.g., bids before made public, source selection plans, and rankings of proposals), trade secrets and other confidential business information (e.g., confidential business information submitted by a contractor), attorney work product, information protected by the Privacy Act (e.g., social security numbers, home addresses and telephone numbers), and other sensitive information that would not be released by ANAD under the Freedom of Information Act (e.g., program, planning and budgeting system information);

NOW THEREFORE, RECIPIENT agrees to and promises as follows:

RECIPIENT shall not seek access to nonpublic information beyond what is required for the performance of the support services contract;

RECIPIENT will ensure that his or her status as a contractor employee is known when seeking access to and receiving such nonpublic information from Government employees;

As to any nonpublic information to which RECIPIENT has or is given access, RECIPIENT shall not use or disclose such information for any purpose other than providing the contract support services, and will not use or disclose the information for any personal or other commercial purpose; and

If RECIPIENT becomes aware of any improper release or disclosure of such nonpublic information, RECIPIENT will advise the contracting officer in writing as soon as possible.

The RECIPIENT agrees to return any nonpublic information given to him or her pursuant to this agreement, including any transcriptions by RECIPIENT of nonpublic information to which RECIPIENT was given access, if not already destroyed, upon RECIPIENT leaving the contract.

RECIPIENT understands that any unauthorized use, release or disclosure of nonpublic information in violation of this CERTIFICATE will subject the RECIPIENT and the RECIPIENT's employer to administrative, civil or criminal remedies as may be authorized by law.

RECIPIENT/AGENT: _____ (signature)

PRINTED NAME: _____

TITLE: _____

EMPLOYER/PRINCIPAL: _____

(End of clause) Updated August 2005

52.000-4408 INSTALLATION SECURITY

The Anniston Army Depot (ANAD) is currently operating on a heightened state of security awareness and enforcement due to possible terrorist threats. Due to this heightened state of security, it is imperative that no unauthorized materials of any type be brought onto or left unattended on the installation. For this reason the Contractor must have a process in place to receive and store materials and have visibility of the location of those materials at all times while on ANAD. This includes construction materials, equipment, and miscellaneous items. This visibility/accountability of materials applies to the Contractor, its subcontractors, and its material suppliers.

Further, all Contractor, subcontractor, and material supplier employees are prohibited from bringing personal belongings of any nature onto the installation if such items are to be left unattended at any time.

The Contractor is further required to have a plan of action for implementing these procedures and must submit it to the Contracting Officer upon request. This plan of action must include a provision for informing all employees and subcontractors of these procedures. The plan of action must also address monitoring and procedures the Contractor has in place to ensure compliance with this contractual provision.

Should the Contractor fail to comply with this mandatory contractual provision, the Contractor may be held responsible for all direct and indirect cost incurred by the Government in identifying, securing, segregating, removing, and otherwise properly disposing of improper or abandoned materials/equipment.

(End of clause)

52.000-4415 NOTICE OF FEDERAL CHILD LABOR LAWS--FAIR LABOR STANDARDS ACT OF 1938

Persons under the age of 18 years are prohibited from working on Anniston Army Depot in hazardous areas such as the Ammunition Limited Area and in the hazardous occupations designated by the Department of Labor in Part 570 of Volume 29 of the Code of Federal Regulations (29 CFR 570).

52.000-4702 AMC-LEVEL PROTEST PROGRAM

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103.

Send protests (other than protests to the contracting officer) by U. S. Postal Service to:

HQ Army Materiel Command
Office of Command Counsel
9301 Chapek Rd, Room 2-1SE3401
Fort Belvoir, VA 22060-5527

Facsimile number (703) 806-8866/8875

Packages sent by Federal Express or UPS should be addressed to:

HQ Army Materiel Command
Office of Command Counsel
Room 2-1SE3401
1412 Jackson Loop
Fort Belvoir, VA 22060-5527

The AMC-level protest procedures are found at:

http://www.amc.army.mil/amc/command_counsel/protest/protest.html

If Internet access is not available, contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

(End of provision) Updated August 2004

52.000-4706 ELECTRONIC SUBMISSION OF OFFERS

All responses to this solicitation must be submitted in electronic format. Paper copy responses will not be accepted. You may submit your response to Anniston Army Depot (ANAD) using one of these three methods: Offers submitted using any other means will not be accepted.

FAX:

The FAX number for your bids/proposals is **(256) 240-3077** extension **2222**. This FAX line is attached to a "FAX Server" which will store your transmittal. All FAX receptions are automatically time/date stamped. Sending FAX station information is also stored with the received FAX (i.e., originating telephone number and any station information you've programmed for transmission). The maximum file size for this FAX number is 4K. Instructions to fax to an extension: Dial the fax number and then press the "pause" or "pause/redial" button and then our "**2222**" extension. Most fax machines have a "pause/redial" button. Consult your fax machine user manual for specific instructions. The pauses delay the fax machine's transmission of the extension and allows the telephone system time to send the extension "beeps."

E-MAIL SUBMISSION:

E-Mail bids/proposals will be directed to anadacqnet@conus.army.mil. Check with your Internet Service Provider (ISP) to verify that E-Mail attachments are allowed - some ISPs will "strip" attachments prior to transmission.

Attachments to your E-Mail which require the purchase of software to view your bid/proposal will not be accepted. If you send E-Mail attachments, there must be a readily-available, royalty-free viewer available for our use in viewing and printing your submission.

ON-LINE SUBMISSION:

On-line submission of bids/proposals is via our "**Vendor Response Module.**" This method allows you to select a solicitation, point at file(s) on your PC, and directly transmit these file(s) to our Web Server for action. Detailed information regarding the **Vendor Response Module** is available at <http://www.anadprocnet.army.mil/>, Vendor Information, Bid Submission.

If format is other than Microsoft Word, Microsoft Excel, Microsoft Access, Microsoft PowerPoint, or Portable Document Format (PDF), a "reader" must be provided. Offeror must insure its offer, in its entirety, reaches the Directorate of Contracting, Anniston Army Depot, before the time set for bid opening or proposal closing.

Any clauses or provisions of this solicitation which mention writing, returning, or submission of offer will mean electronic submission as stated in the paragraph above.

Electronic offers must identify the solicitation and the opening/closing date, and include, as a minimum, the following:

- a. The SF33/SF1449/SF18/SF1442 filled out and signed.
- b. All applicable fill-in provisions from the solicitation must be completed.
- c. Any other information required by the solicitation.

Lateness rules are outlined in the solicitation.

If you choose to password-protect access to your offer, you must provide the password to ANAD before the opening or closing date. Contact the buyer identified on the cover page of this solicitation to arrange a means of providing the password. Passwords used only for the purpose of write protecting files need not be provided.

Offerors shall make every effort to ensure that their offer is virus-free. Offers (or portions thereof) submitted which DO reflect the presence of a virus, or which are otherwise rendered unreadable by damage in either physical or electronic transit, shall be treated as "unreadable." See Federal Acquisition Regulation 14.406 or 15.207(c) for a description of the steps the Government shall take with regard to unreadable offers.

Any bid bond required by this solicitation must be submitted with offer in the above mentioned electronic format. Also, the properly completed original bid bond must be furnished to the Directorate of Contracting, Anniston Army Depot, 7 Frankford Ave, Anniston, AL 36201-4199, prior to the opening or closing of the solicitation.

(End of provision) June 2007

52.0000-4708 PAST PERFORMANCE PROPOSAL AND EVALUATION INFORMATION

1. The government will conduct a performance risk evaluation based upon the past performance of offerors and proposed major subcontractors as it relates to the probability of successfully performing the solicitation requirements.
2. Offeror shall submit with proposal the information listed below for RELEVANT PAST PERFORMANCE ON THREE (3) CONTRACTS performed within the past three (3) years prior to closing of this solicitation. For services, contractor shall have performed under each contract for a minimum of one (1) year within the past three (3) years. Each contract cited may be ongoing or complete provided it meets the one year performance criteria. For equipment or supplies, contractor shall have completed each contract within the past three (3) years.

3. For each contract, provide:
 - a. A description of your contract or subcontract (government or commercial). Government contracts are defined as those with the Federal government and agencies of state and local governments.
 - b. Name of contracting activity/commercial firm.
 - c. Contract Number.
 - d. Contract type (fixed price or cost reimbursable).
 - e. Total contract value.
 - f. Description of work/NSN, Part Number, Nomenclature.
 - g. Contracting officer/contract manager, telephone number, and email address.
 - h. Administrative contracting officer, if different from g. above, telephone number, and email address.
 - i. A brief summary of work performed under each contract cited.
 - j. Explanation of why contract or subcontract is considered relevant to proposed acquisition. If only a portion of cited contract is relevant, include in your explanation.
 - k. Information on problems encountered on the contract and actions taken to correct problems identified.
4. If offeror proposes use of major subcontractor(s) in performance of resultant contract, provide a description of the work to be performed (supplies or services) by each major subcontractor and the information specified above for each subcontractor identified as relevant to the work to be performed by the subcontractor. A significant or major subcontractor is that subcontractor expected to provide over 20 percent of the work effort or critical hardware, software, or services.
5. "Relevant past performance" is defined as performance similar in nature and in scope to work required by this acquisition. The government will screen contract information provided by offeror and will remove from consideration those contract references that are clearly unrelated to the type of effort sought.
6. The government will consider this information in its evaluation of performance risk for offeror and proposed major subcontractors. The government will make a reasonable effort to consider information on the contracts cited for offeror and for each major subcontractor.
 - a. The government reserves the right to evaluate fewer than three (3) contracts for any contractor should we be unsuccessful in obtaining required information from sources cited. In that case, contractor (or subcontractor) will be evaluated on the information available.
 - b. Should the government receive information on more than three (3) contracts, selection of those to be considered in evaluation will be based on the criteria stated previously.
7. The government reserves the right to consider information from other sources in its evaluation.
8. See separate evaluation clause for specific factors, rating criteria, and relative importance of past performance evaluation for this acquisition.

(End of provision) Updated June 2007

52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (NOV 2006)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, as amended, and Federal Information Processing Standards Publication (FIPS PUB) Number 201, as amended.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.

(End of clause)

52.0204-4407 CONTRACTOR VERIFICATION SYSTEM (CVS) PROGRAM

The contractor is responsible for processing applications for Common Access Cards (CAC) for every contractor employee who deploys with the military force, OR who has need to access any government computer network in accordance with FAR 52.204-9, "Personal Identity Verification of Contractor Personnel."

The contractor is responsible for managing requests for new or renewal CAC cards in sufficient time to ensure that all contractor employees have them when needed to perform work under this contract. The norm is at least ten calendar days' advance notice to the Trusted Agent* (TA), unless there are extenuating circumstances approved by the Contracting Officer's Representative (COR) or Contracting Officer. *The COR will be the TA for this contract.

The contractor shall obtain an Army Knowledge Online (AKO) email address for each applicant, including subcontractors, who may be deployed or require logical access to a government computer network. This can be done by going to <http://www.us.army.mil> and register as an "Army Guest" with the sponsor being the COR. Note: If a contractor employee loses the privilege to access AKO, they lose the ability to renew their CAC. Therefore it is critical that contractor employees maintain their AKO accounts.

It is recommended that a "Corporate Facility Security Officer" (FSO) be established to serve as your firm's single point of contact for CVS. If a FSO is not established, each contractor employee requiring a CAC card will be required to process their own applications.

CAC applications must be processed through the DoD's Contractor Verification System (CVS). The contractor's FSO or contractor employee shall submit requests for a CAC via email to the CVS Trusted Agent (TA) at the email address identified at time of award before accessing the CVS website.

The government will establish a CVS application account for each CAC request and will provide each contractor employee a USER ID and Password via email to the FSO. The FSO or contractor employee shall access the CVS account and complete the CAC application (entering/editing contractor information as applicable) at <https://www.dmdc.osd.mil/appj/cvs/index.jsp>.

The FSO or contractor employee will submit completed applications in CVS, and will follow up to ensure that the TA is processing the request.

The government will inform the contractor's applicant via email of one of the following:

Approved* Upon approval, the information is transferred to the Defense Enrollment Eligibility Reporting System (DEERS) database and an email notification is sent to the contractor with instructions on obtaining their CAC. The contractor proceeds to a Real-Time Automated Personnel Identification System (RAPIDS) station (<http://www.dmdc.osd.mil/rsl/owa/home> provides RAPIDS locations).

Rejected* Government in separate correspondence will provide reason(s) for rejection.

Returned Additional information or correction to the application required by the contractor employee.

*The contractor will maintain records of all approved and rejected applications.

At the RAPIDS station, the RAPIDS Verification Officer will verify the contractor by SSN, and two forms of identification, one of which must be a picture ID. The Verification Officer will capture primary and alternate fingerprints and picture, and updates to DEERS, and will then issue a CAC.

Issued CACs shall be for a period of performance not longer than three (3) years or the individual's contract end date (inclusive of any options) whichever is earlier.

The contractor shall return issued CACs to the DEERS office upon return from deployment, departure or dismissal of each contractor employee. A receipt for each card must be obtained and provided to the TA/COR.

A CAC can not be issued without evidence that a National Agency Check with Written Inquiries (NACI) has at least been initiated by the FSO. CVS will be linked to the Joint Personnel Adjudication System (JPAS) in the near future. The TA will have to verify via JPAS that the NACI has been initiated by the FSO before he/she can approve a contractor request for a CAC.

Details and training on CVS are available on AKO at <https://www.us.army.mil/suite/portal/index.jsp> or by contacting the CAC helpdesk at iacacpki.helpdesk@us.army.mil or 866-738-3222.

(End of clause) March 2007

52.0204-4410 CONTRACTOR VERIFICATION SYSTEM, PHYSICAL ACCESS, AND ARMY INFORMATION SYSTEMS SECURITY REQUIREMENT

1. a. Contractors shall comply with Homeland Security Presidential Directive 12 and the Contractor Verification System (CVS) requirements for a National Agency Check with Local Agency and Credit Checks (NACLC). Responsibility for the initiation of the NACLC rests with the Contractor Facility Security Office/Officer (FSO).

b. The Contractor FSO or designated Personal Identity Verification (PIV) Registrar will annotate Part One "J" of the SF 85/85P (Personnel Security Questionnaire) with "SON A568." This will assure the investigative results are returned to the Anniston Army Depot Security Management Office (SMO) for review.

2. In addition to the above, the Contractor must comply with all Department of the Army directives, policies and regulations, and Commander, Anniston Army Depot (ANAD), Directorate of Information Management (DOIM), and Security Management Office policies and procedures. All information systems (IS) require accreditation and certification and must be approved by the Designated Approval Authority (DAA). Approval is required prior to any IS connection to the network. Personnel requiring access to Federal information systems or networks must possess, or have initiated the appropriate personnel security investigation based on the sensitivity of the information to be accessed accordance with AR 25-2.

3. The requesting contractor should have a contract with ANAD and an on-site Information Assurance Security Officer (IASO). The IASO shall be knowledgeable of AR 25-2 and other security requirements, and would be the person responsible for that contractor.

a. If remote access to ANAD networks is needed, the contractor must use a National Security Agency approved method to encrypt this information if it is sent/received outside the ANAD.

b. The use of a commercial Internet Service Provider mail account or ftp for receipt or storage of government information is prohibited. A Terminal Server Access Controller System (TSACS) account or ANAD established Virtual Private Network must be established and used for government email and installed on a government machine.

4. The security measures below are consistent with Department of the Army security policies and directives and are required to protect all associated ANAD networks. The goal is to ensure the confidentiality, integrity, and availability of Department of the Army automation assets and software and to reduce cracker, hacker, and malicious code attacks to the maximum extent possible.

a. In accordance with (IAW) AR 25-2, contractor employees must be designated as IT I, IT II, or IT III positions. Personnel who require access to sensitive and/or classified defense information because of their duties with an IS will be appropriately investigated based on the sensitivity of the IT position held in accordance with AR 25-2. Before assumption of IT duties, an SF 85P or SF 86 (for access to classified information) must be completed and sent by the Contractor FSO direct to Defense Security Service (DSS) for each individual requiring access. A copy of the SF85P or SF86 must be sent to AMSTA-AN-SMO (Security Management Office-ANAD) for review, who will summarize their findings and provide same to the ANAD DAA who can grant interim access to contractor employees if the required investigation has been submitted by the Contractor FSO to DSS and a EPSQ receipt is faxed to AMSTA-AN-SMO at (256) 235-7586 AND if there are no derogatory issues found. The SF85P or SF86 copies can be mailed to: Commander, Anniston Army Depot, ATTN: AMSTA-AN-SMO, 7 Frankford Ave, Anniston, AL 36201-4199. Contractor will be responsible for submitting their required security investigations to the Defense Investigative Service Clearance Office (DISCO). Upon request, contractor will provide security investigation data to the Chief, Security Management Office, so their personnel can be incorporated into the ANAD Security Clearance Roster.

b. Personnel assigned to IT-I positions must have completed a SF 85P and FP 258, have a favorable local review, and have initiated the National Agency Check with Local Agency and Credit Checks (NACLC), and proof of the initiation of the Single Scope Background Investigation, before access to a Department of the Army automation network and information can be granted.

c. Personnel requiring access to DoD classified information must possess the appropriate security clearance. Personnel requiring access to IT III (Non-Sensitive/Unclassified) systems must have completed a SF 85P and FP 258, have a favorable local review, and have initiated the National Agency Check with Local Agency and Credit Checks (NACLC).

d. All contractor employees who have access to ANAD IS must complete Computer User Information Awareness Training annually. Proof of completion will be retained by the IASO. IASO records are subject to Information Assurance Manager (IAM) unscheduled audits at any time.

e. All contractor employees who have access to ANAD IS must each read and sign a copy of Acceptable Use Policy (AUP) annually. Proof of compliance will be retained by the IASO.

f. IAW ANAD directives, submit the required completed forms for all contractor employees that require ANAD network(s) and TSACS access. The required forms are available in the Outlook Forms crib and are listed below.

(1) New MGNET Account.

(2) Trusted System Application (TUA 12) with attachments.

(3) Contractor/Vendor TSACS Account and Password Request.

(4) An Accreditation and Certification and Networkiness process for each IS that operates within ANAD must be reviewed by the IAM and forwarded to the DAA for final approval before connection is accepted.

g. IAW Department of the Army Directive, AR 25-2, contractor must have malicious code protection on their PCs used to connect to the ANAD networks. Malicious code protection must be monitored daily for updates and immediate implementation. DA will monitor all devices connected to the ANAD network on a continuous basis. ANAD DOIM uses the most current version of Symantec Anti-virus software. Report any malicious code problems

or thefts of equipment, software, or code to the ANAD Network Operations Center (NOC) IASO. The IASO will forward automation security concerns to his/her supporting IAM.

h. Secure the computer equipment and information associated with this contract in a locked office or container, and locked building.

(1) Ensure only personnel designated to work on this contract have access to the computer equipment and information.

(2) Foreign Nationals must not have access to this equipment and information.

(3) Identify the physical security measures (i.e., locked office, locked buildings, building alarms, etc.) in place to protect the contract-associated equipment and information at the contractor location. Provide a short description and diagram.

i. DOIM Helpdesk, when issuing contractor e-mail accounts, will ensure that their names, when displayed, show they are contractors and not government employees.

j. Access for contractor will be limited to the Non-secure Internet Protocol Router Network (NIPRNET) and servers directly related to their contract work.

k. Each contractor employee associated with this contract must have a unique Department of the Army issued password and user ID. User IDs and Passwords will not be shared among employees.

l. Coordinate with ANAD DOIM to ensure computers used by the agency/contractor are properly configured to work with TSACS and NIPRNET.

m. On completion of the contract, the contractor will notify the ANAD IASO, who will then notify the DOIM Information Assurance Team and DOIM Helpdesk, so all network and TSACS access can be terminated.

(End of clause) April 2007

52.211-11 LIQUIDATED DAMAGES--SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT (SEP 2000)

(a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the Government liquidated damages of \$ 98.00 per calendar day of delay [Contracting Officer insert amount].

(b) If the Government terminates this contract in whole or in part under the Default--Fixed-Price Supply and Service clause, the Contractor is liable for liquidated damages accruing until the Government reasonably obtains delivery or performance of similar supplies or services. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(c) The Contractor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor as defined in the Default--Fixed-Price Supply and Service clause in this contract.

(End of clause)

52.211-4401 LOCAL RULES AND REGULATIONS

(a) Identification Badges and Vehicle Decals: The following requirements apply to all contractors working inside the Controlled Area of Anniston Army Depot.

(1) Contractors are required to secure, and wear at all times, employee identification badges for all employees who must enter the Anniston Army Depot (ANAD) to engage in contract work. Badges must be secured before an employee will be allowed entry onto the depot. Contractors that are non-US citizens must be escorted by depot personnel with the proper security clearance. Emergency badges will be issued on a case-by-case basis. Vehicle decals must be obtained for all Contractor vehicles entering ANAD. These badges and decals may be obtained from the Badge and Vehicle Office, Building 367, located at the main entrance to ANAD. No charge is made for badges if they are returned. Contractors will be charged twenty-five dollars (\$25.00) for each badge issued to replace lost badges or badges damaged through carelessness, negligence, or misuse. All persons to be badged shall present a PHOTO identification from one of the following sources:

1 - State driver's license

2 - State identification card

3 - Federal, municipal, or school identification card bearing a seal and the following information: photo, name, social security number, date of birth, and physical description

NOTE: A social security card is not a photo identification and will not be accepted as proper identification. Employee identification cards issued by the Contractor will not be accepted. The Director of Law Enforcement (DLE) will reject any identification presented which is altered, not issued by one of the above identified agencies, or otherwise questioned regarding validity.

(2) Contractors shall submit the name of a point of contact responsible for security requirements through the Contracting Officer to the Installation Security Management Office upon notification of contract award.

(3) Ten calendar days prior to the date Contractor employee will begin work in the controlled area of ANAD (within the gates), a Personal Data Questionnaire/Privacy Act Statement (SIOAN Form 380-2) must be completed and signed for each employee. The form authorizes ANAD to conduct a local background check for any criminal record or questionable reliability. No contractors or employees will be issued a badge without a favorable local background check. SIOAN Forms 380-2 may only be submitted for persons who are current employees of the Contractor or who hold a letter of intent to hire issued by the Contractor. Forms will be submitted to the Badge and Vehicle Office, Building 367, located at the main entrance to ANAD. **NO PRE-EMPLOYMENT LOCAL BACKGROUND CHECKS WILL BE CONDUCTED BY ANNISTON ARMY DEPOT.** The prime contractor is responsible for checking with the Badge and Vehicle Office, Building 367, phone number 256 235-6820, to ensure that employees have been cleared for entrance to ANAD.

(4) Also, at least ten calendar days before the Contractor expects to begin work on the installation, prime Contractor shall submit, on company letterhead, the name, social security number, date/place of birth, and citizenship of all persons entering ANAD to perform contract work for the prime and any subcontractors. Letter shall be submitted through the Contracting Officer to the Badge and Vehicle Office.

(5) Violation of any security or safety requirements will be grounds for immediate suspension of the individual's badge. DLE will notify the Contracting Officer when suspension actions are taken. The Contractor can appeal the suspension to DLE, who is the final adjudication authority of the individual's reinstatement or revocation of badge privileges.

(6) See clause entitled Identification of Contractor Employees for Contractor employees working on Anniston Army Depot.

(b) AMMUNITION LIMITED AREA. Yes ☐, No ☒ work to be performed in the Ammunition Limited Area (ALA). Contractors working within the ALA must abide by the above guidance plus the following additional requirements:

(1) The prime Contractor will be notified which persons are approved for access to the ALA. Contractor personnel who are denied access based on the local background check will have the right to appeal to the DLE. The Director's decision is considered the final action.

(2) No privately-owned vehicles (POV) are authorized in the ALA.

(3) Contractor-owned, rented, or leased vehicles which are construction-type (i.e., pickup trucks, dump trucks, etc.) may be authorized within the ALA upon being inspected and registered with ANAD. ALL VEHICLES AND PERSONS SHALL BE SEARCHED UPON ENTERING AND EXITING THE ALA.

(4) Contractor vehicles may not remain overnight within the ALA without obtaining permission from DLE and by disabling the vehicle (by removing the battery or some other method approved by DLE).

(5) No alcohol, photographic equipment, firearms, flame producing devices (to include lighters and matches), or other items prohibited by safety requirements are permitted within the ALA.

(6) All damages caused by the Contractor to security lighting, fencing, intrusion detection systems, security telephones, or any other security equipment will be repaired immediately at the Contractor's expense by the Contractor. Normal contract work will not resume until the security equipment is returned to normal.

(c) CHEMICAL LIMITED AREA. Yes ☐, No ☒ work to be performed in the Chemical Limited Area (CLA). Contractors working within the CLA are required to adhere to all of the requirements of paragraph (a) and (b) above plus the following requirements:

(1) Contractors entering the CLA on a temporary entry control roster are required to attend a safety briefing. The safety briefing, approximately 30 minutes in length, is an annual requirement. Contact DLE at 256 235-7578 to schedule this briefing.

(2) Contractors working within the CLA must be escorted by a member of the security force or an ANAD employee qualified to escort. Escorts remain with the Contractor the entire time the Contractor is within the CLA.

(3) The requirement for a security escort must be coordinated through the Contracting Officer to DLE two weeks in advance of initial required work date. The number of available escorts is limited, which may affect the amount of work area available to the Contractor each day.

(4) Escorts will be conducted with a "line of sight" being maintained at all times between the escort and the Contractor. This will limit the amount of distance one crew may spread out to perform work. Escorts may direct Contractor employees regarding the distance to travel from the escort.

(5) Contractors working within the CLA may be required to cease work and evacuate from the CLA up to six (6) times per year for exercises and/or emergencies. The duration of the cease work periods will vary, but normally they will not exceed 24 hours. These interruptions will be at no cost to the Government.

(6) Contractor work hours within the CLA will be normal ANAD duty days and duty hours. Contractors must depart the CLA 15 minutes prior to the end of ANAD's normal shift.

(d) Restricted Area (Includes ALA and CLA): **The following rules apply to contractor vehicles in the Restricted Area.**

(1) Contractors shall only enter into the restricted areas of Anniston Army Depot for the purpose of completing the official business as stipulated in the contract.

(2) Contract vehicles entering into the restricted area shall be on official contract business verified by the Contractor; shall be construction type vehicles; shall be properly registered on Anniston Army Depot; shall have a placard with the name of the contractor affixed, and the contractor shall assume liability for all vehicles used within the restricted area in support of the contract. (See paragraph (d)(4) below for definition of an acceptable document to the liability requirement.)

(3) Contractor Employees' Privately-Owned Vehicles not included in (d)(2) above shall not be authorized in the restricted area.

(4) The documentation to satisfy the liability language in paragraph (d)(2) would be:

a. A vehicle (i) registered (titled) in the name of the contractor or (ii) a lease, signed by the lessee/contractor and the lessor/owner. The person signing for the contractor must be a person acting with authority for the contractor.

b. In the case of a vehicle owned (titled) by the contractor, evidence of insurance combined with the terms of the contract will ensure a method of covering liability.

c. In the case of a vehicle leased by the contractor, evidence of insurance in the owner/lessor's name and the contractor must sign a statement substantially as follows: "In consideration for allowing entry and use of the described vehicle within the Restricted Area, the undersigned hereby assumes liability for all damage or injury caused by the operation of this vehicle."

(e) Hours of Work:

WORK HOURS	RECEIVING HOURS	DAY(S) OF WEEK
7:00 AM - 4:30 PM	7:00 AM - 2:00 PM	Monday - Thursday
7:00 AM - 3:30 PM	7:00 AM - 2:00 PM	Every other Friday
CLOSED	7:00 AM - 2:00 PM	Every other Friday
CLOSED	CLOSED	Saturdays, Sundays, and Federal Holidays

(1) Federal Holidays. Federal holidays may cause the Depot to be closed for one or more of the work days identified. The contract performance period has taken this possibility into consideration.

(2) Shutdown Periods. The Government may choose to shutdown for a week or portions of a week as stated below. During this shutdown, and unless otherwise stated, only those Government personnel essential for equipment/facility maintenance will be permitted work.

4 th of July Holiday	Safety Stand-Down Day*
Christmas Holiday	Employee Appreciation Day*

*Safety Stand-Down Day and Employee Appreciation Day generally occur on a Friday (8-hour day). Safety Stand-Down Day consists of either two half-days occurring at six-month intervals or one full workday per year. Employee Appreciation Day generally occurs on a Friday (half of an 8-hour day) and is usually held in the afternoon. The Contractor's services may not be required during these periods. In such cases, the Contractor will be notified in writing by the Government. These interruptions will be at no cost to the Government.

(3) Schedule Changes. When situations warrant, the Government may change the hours of operation to adjust for certain conditions, i.e., weather conditions (extreme heat or cold). For example, during summer production,

shops may begin work at 6:00 am and leave work at 3:30 pm to avoid the afternoon heat. The Contractor shall be provided as much advance written notice as possible when these situations occur and will be expected to support any schedule change provided by the Contracting Officer.

(f) Traffic: The Contractor will be required to conform to Depot regulations concerning:

(1) Designated routes

(2) Parking regulations

(3) Insurance--See clause entitled "Insurance Requirements." The Contractor will also insure that all POVs brought on the installation are fully insured for minimum amount of personal injury and personal damage liability required by Federal Acquisition Regulation 28.307-2.

(g) Highway Barricades, Warning Signs, and Parking: The Contractor shall comply with Depot Regulation ANADR 190-5 and Manual on Uniform Traffic Control Devices, ANSI D6.1, Part VI, Latest Edition. Contractors are permitted to drive their vehicles inside buildings to load and unload supplies and equipment. However, when finished loading and unloading, the Contractor should move the vehicle outside to a designated parking space.

(h) Temporary Structures: The Contractor shall comply with Corps of Engineers Manual (EM) 385-1-1.

(i) Fire Prevention and Protection: The Contractor shall comply with all fire prevention measures prescribed in the installation fire prevention and protection regulation, a copy of which is on file in the office of the Contracting Officer. A written hot work permit shall be obtained from the installation fire department for use of any heat producing devices such as blowtorches, portable furnaces, tar kettles, or gas and electric welding and cutting equipment. The Contractor shall be liable for any fire loss to Government property attributable to negligence on the part of the Contractor, including failure to comply with fire prevention measures prescribed by the terms of this contract.

(j) Utilities: Government-owned and operated utilities are adequate for the needs and use of the Contractor as well as the Government. All reasonably required amounts of water and electricity are available to the Contractor without charge.

(k) Safety and Accident Prevention: In addition to contract clause entitled "ACCIDENT PREVENTION," FAR 52.236-13, which may be incorporated by reference, the provisions of AMCR 385-100, ANADR 385-1, Engineering Manual (EM) 385-1-1, and 29 CFR 1926/1910 shall be strictly adhered to. Contractors working in the CLA will be issued protective masks by the installation in accordance with ANAD Respiratory Screening Plan. The Contractor will be responsible for the reimbursement of the cost of any protective equipment damaged due to negligence, destroyed, or lost by contracted personnel. The referenced regulations and plan are available in the Safety Office for review by contractors.

(l) Vehicle Searches: All vehicles entering, moving throughout, and exiting ANAD are subject to random searches as directed by the Depot Commander.

(m) Land Use Control: Contractors who will be required to "disturb soil" in the performance of this contract shall review and strictly adhere to the Standard Operating Procedure for Land Use Control Implementation. The SOP is available in the Directorate of Risk Management, Building 1, for review by Contractors.

(n) Cellular telephones with built-in cameras are prohibited on this installation. If a cell phone with camera is found, that cell phone is subject to confiscation, and any violation may be punishable by fine or imprisonment or both.

(o) Air Emissions: The contractor is responsible for early coordination with the Directorate of Risk Management on any action that might result in air emissions (dust, volatile substances, etc). ANAD's Title V Air Permit requires the

installation to obtain construction permits for new or modified air sources. The Alabama Department of Environmental Management (ADEM) must issue a construction permit before ANAD purchases and installs any equipment which will produce air emissions. Installation and/or start-up of this equipment without the proper permit and coordination with ADEM is a violation of State and federal environmental law. The violation could result in a possible civil penalty or fine of \$32,500 per day per violation from the Federal Environmental Protection Agency. Contractors considering a new process or device, or a modification to an existing unit, must first coordinate with the Environmental Compliance Division, Directorate of Risk Management.

(p) Exercise Events: Contractors working on the installation are expected to participate in LEAN thinking, Value Stream Analysis, Rapid Improvement Events, and Six Sigma activities that may last from one to seven weeks in duration. These efforts, as defined below, are an integral part of the process improvements of ANAD on our journey toward building a LEAN manufacturing facility. The COR will provide detailed instructions when your involvement is required.

LEAN thinking is a coordinated response to today's highly competitive environment. LEAN production is aimed at the elimination of waste in every area of production including customer relations, product design, supplier networks and factory management. Its goal is to incorporate less human effort, less inventory, less time to develop products, and less space to become highly responsive to customer demand while producing top quality products in the most efficient and economical manner possible.

A Value Stream Analysis (VSA) is an event that documents the current process, the planned future process and an action plan to get to the planned future process. The VSA normally last three to four days and includes representatives from all aspects of the process.

A Rapid Improvement Event is a seven-week process that focuses on events where teams of people from a broad range of parts of the business gather to streamline a process. The first three weeks are used to select an area and topic, create the team, and plan for the event. The fourth week is the actual event where waste is identified, removed, and changes to processes made. The last three weeks are to ensure changes are continuing to be used and process is working correctly.

Six Sigma is the leading quality improvement program for a rigorous and disciplined methodology that uses data and statistical analysis to measure and improve a company's operational performance by identifying and eliminating "defects" in manufacturing and service-related processes. Six Sigma differs from traditional quality improvement programs in its focus on input variables. While traditional process improvement methods depend upon measuring outputs and establishing control plans to shield customers from organizational defects, a Six Sigma program demands that problems be addressed at the input root cause level, thereby eliminating the need for unnecessary inspection and rework processes.

(q) ANAD Network: For access to the ANAD network, send a letter stating that a National Agency Check (NAC) has been initiated and furnish a copy of the SF 85P, Questionnaire for Public Trust Positions, for review prior to issuance of an interim password. The results of the NAC investigation shall be furnished to the Security Management Office, Security Office Identifier number A077, for the final adjudication.

(End of clause) February 2007

52.211-4403 SPECIAL NOTICE TO CONTRACTOR

Final Payment on the contract will be held until contractor has properly cleared with the Security Control Office, the return of all security identification badges and vehicles registration.

(End of clause) December 2003

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (SEP 2006)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(k) for those representations and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers:

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and

commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<http://assist.daps.dla.mil>).

(ii) Quick Search (<http://assist.daps.dla.mil/quicksearch>).

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by--

(i) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.dnb.com>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.

(k) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

ADDENDUM TO FAR 52.212-1 INSTRUCTIONS TO OFFERORS-COMMERCIAL ITEMS

52.212-1 (b) (1) THROUGH (10) IS CHANGED TO READ AS FOLLOWS:

1. Complete and return (electronically) one entire copy of solicitation package.
2. Submit Firm Fixed Prices in Schedule of Supplies/Services.
3. Complete all Representations and Certifications in clauses 52.212-3 and 252.212-7000, entitled "Offeror Representations and Certifications—Commercial Items" or ensure the Representations and Certifications are completed in on-line Representations and Certifications Applications. <http://orca.bpn.gov>.
4. Provide evidence of signer's authority to bind the company as stated in paragraph entitled "Signature Authority."
5. Telegraphic and telephonic offers are not authorized. See clause entitled "Electronic Submission of Offers" for submission instructions.
6. Acknowledge all, if any, amendments issued against this solicitation. Acknowledgement of amendments issued prior to quotation closing date must be received in the Directorate of Contracting prior to quotation closing date and time. Acknowledgement of amendments will not be acceptable by telephone or telegraph. Offeror shall use procedures at clause entitled Electronics Submission of Offers for submission of any acknowledgement of an amendment.
7. Furnish copy of Warranty with quotation.
8. Provide past performance information as described in clause "Past Performance Proposal and Evaluation Information" if that clause is included in this solicitation.

ADDENDUM TO 52.212-1c is changed as follows:

Change 30 calendar days to 90 calendar days. The remainder of this paragraph remains the same.

52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

- i) Past Performance
- ii) and Price

Price and past performance, when combined, past performance is slightly more important than price.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of clause)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (NOV 2006) ALTERNATE I (APR 2002)

An offeror shall complete only paragraph (j) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (i) of this provision.

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

- ___ Sole proprietorship;
- ___ Partnership;
- ___ Corporate entity (not tax-exempt);
- ___ Corporate entity (tax-exempt);
- ___ Government entity (Federal, State, or local);
- ___ Foreign government;
- ___ International organization per 26 CFR 1.6049-4;
- ___ Other-----

(5) Common parent.

- ___ Offeror is not owned or controlled by a common parent;
- ___ Name and TIN of common parent:

Name-----

TIN-----

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

- (1) Small business concern. The offeror represents as part of its offer that it () is, () is not a small business concern.
- (2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.
- (3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.
- (4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, () is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

- (6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).) The offeror represents as part of its offer that it () is, () is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

___ 50 or fewer ___ \$1 million or less

___ 51 - 100 ___ \$1,000,001 - \$2 million

___ 101 - 250 ___ \$2,000,001 - \$3.5 million

___ 251 - 500 ___ \$3,500,001 - \$5 million

___ 501 - 750 ___ \$5,000,001 - \$10 million

___ 751 - 1,000 ___ \$10,000,001 - \$17 million

___ Over 1,000 ___ Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It () is, () is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more

individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It () has, () has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.)

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.) (The offeror shall check the category in which its ownership falls):

____ Black American.

____ Hispanic American.

____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

____ Individual/concern, other than one of the preceding.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It () has, () has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It () has, () has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act--Balance of Payments Program Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Balance of Payments Program--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms ``component," ``domestic end product," ``end product," ``foreign end product," and ``United States" are defined in the clause of this solicitation entitled ``Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)

(1) Buy American Act -- Free Trade Agreements -- Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms Bahrainian end products, "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act."

(ii)) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian or Moroccan end products) or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act--Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian or Moroccan End Products) or Israeli End Products:

Line Item No.

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I (*Jan 2004*). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.:

[List as necessary]

(3) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II (*Jan 2004*). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act--Free Trade Agreements--Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:

[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products

Line Item No.:	Country of Origin:

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) () Are, () are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) () Have, () have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) () Are, () are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product

Listed Countries of Origin

 (2) Certification. (If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.)

() (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

() (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) () In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) () Outside the United States.

(k)(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (j) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs ____

(Offeror to identify the applicable paragraphs at (b) through (i) of this provision that the offeror has completed for the purposes of this solicitation only, if any.)

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.)

(End of provision)

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (FEB 2007)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or

reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.--

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) Central Contractor Registration (CCR). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor

shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of clause)

ADDENDUM TO

52.212-4(o) is changed as follows:

Delete: "The contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract."

Add: The Contractor shall offer the Government at least the same warranty terms, including extended warranties, offered to the general public in customary commercial practice. The warranty, as a minimum, shall include all parts, labor, freight associated with coverage, travel expense, per diem, lodging, and all other cost associated with repair of equipment. The contractor shall be responsible for a one year warranty for all repair of equipment, materials, and services delivered in accordance with this contract. Should any breakdown occur or should any repair be required, the Contractor shall have a field service representative at the machine site ready to make any repairs within 48 hours after notification of a problem. The warranty shall cover all expenses incurred by the contractor as a result of the representative's visit. All defective parts or parts requiring repair shall be replaced at no additional cost to the government for the duration of the one year warranty period.

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAR 2007)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

X___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (15 U.S.C. 657a).

X___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___(4) [Removed].

___ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-6.

___ (iii) Alternate II (MAR 2004) of 52.219-6.

___ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-7.

___ (iii) Alternate II (MAR 2004) of 52.219-7.

_X___ (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

___ (8)(i) 52.219-9, Small Business Subcontracting Plan (SEP 2006) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (OCT 2001) of 52.219-9

___(iii) Alternate II (OCT 2001) of 52.219-9.

___ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

___(10) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

___ (11)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEP 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (JUNE 2003) of 52.219-23.

___ (12) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (13) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

___ (15) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

- ☐ (16) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2006) (E.O. 13126).
- ☒ (17) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- ☒ (18) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
- ☒ (19) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).
- ☒ (20) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- ☒ (21) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).
- ☒ (22) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
- ☒ (23)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- ☐ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(c)).
- ☐ (24) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).
- ☐ (25)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (NOV 2006) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L 108-77, 108-78, 108-286, 109-53 and 109-169).
- ☐ (ii) Alternate I (JAN 2004) of 52.225-3.
- ☐ (iii) Alternate II (JAN 2004) of 52.225-3.
- ☐ (26) 52.225-5, Trade Agreements (NOV 2006) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ☒ (27) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2006) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).
- ☐ (28) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (42 U.S.C. 5150).
- ☐ (29) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (42 U.S.C. 5150).
- ☐ (30) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ☐ (31) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ☒ (32) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).
- ☒ (33) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

____ (34) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

____ (35) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

____ (36)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

____ (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

__X__ (1) 52.222-41, Service Contract Act of 1965, as Amended (JUL 2005) (41 U.S.C. 351, et seq.).

____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

__X__ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (NOV 2006) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

__X__ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.214-4705 SIGNATURE AUTHORITY

(a) The individual signing this offer must have authority to bind the offeror to a contract. FAR 4.102(a) through (e) require that the contracting officer have specific evidence of the signer's authority to bind the offeror. This evidence of authority is a condition that must be met before the contracting officer can execute any contract resulting from this solicitation.

(b) Offerors must provide evidence, appropriate to their business category, of the signer's authority to bind them on a contract. This evidence may be:

(1) Furnished as an attachment to its offer; or

(2) Identified in its offer by specific reference to an earlier offer submitted to this buying office within the past 12 months, where the signer's authority was confirmed by attachment to that offer; or

(3) Furnished upon receipt of a specific request for the information from the contracting officer. (Note that, per FAR 52.214-12(b) and 52.215-13(b), agents signing on behalf of another offeror must provide evidence of their authority per (b)(1) or (2) above.)

52.214-4804 EVALUATION CRITERIA (OCT 1993)

Award will be made to the responsible offeror whose offer, conforming to the solicitation, will be most advantageous to the Government, considering price and price related factors.

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 calendar days .

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 1 calendar days provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of clause)

52.222-4908 WAGE DETERMINATION (OCT 1993)

(a) U. S. Department of Labor Wage Determination Number(s) 2005-2001 dated 05/29/2007 is attached and made a part of this Solicitation. The Wage Determination(s) will be made a part of any resulting contract. However, if this solicitation includes the FAR Clause 52.222-48 entitled EXEMPTION FROM APPLICATION OF SERVICE CONTRACT ACT PROVISIONS--CONTRACTOR CERTIFICATION, and the contractor provides an affirmative certification therein, the Wage Determination(s) will not be made a part of any resulting contract.

(b) Any class of service employees which is not listed therein, but which is to be employed under this contract, shall be classified by the Contractor so as to provide a reasonable relationship between such classifications and those listed in the attachment, and shall be paid such monetary wages and furnished such fringe benefits as are determined by agreement of the interested parties, who shall be deemed to be the contracting agency, the Contractor, and the employees who will perform on the contract or their representatives. If the interested parties do not agree on a classification or reclassification which is, in fact, conformable, the contracting officer shall submit the question, together with his recommendation, to the Office of Government Contract Wage Standards, Wage and Hour Division, ESA, of the Department of Labor for final determination. Failure to pay such employees the compensation agreed upon by the interested parties or finally determined by the Administrator or his authorized representative shall be a violation of this contract. No employees engaged in performing work on this contract shall in any event be paid less than the minimum wage specified shall be in Section b (a)(1) of the Fair Labor Standards Act of 1938, as amended.

52.228-4406 INSURANCE REQUIREMENTS (SEP 1998)

In accordance with Insurance--Work on a Government Installation clause, FAR Reference 52.228-5, incorporated herein, the following amounts of insurance are required:

TYPE	MINIMUM AMOUNTS
Workers' Compensation and Employer's Liability	\$100,000.00
General Liability, Bodily Injury Liability	\$500,000.00 per occurrence
Property Damage Liability	\$500,000.00 per occurrence for property damage
Automobile Liability	\$200,000.00 per person \$500,000.00 per occurrence for bodily injury \$ 20,000.00 per occurrence for property damage

A certificate of insurance, showing that the required amounts of insurance have been obtained, will be furnished. Special attention is directed to the cancellation notice of the insurance certificate. The cancellation notice must state:

"In the event that this policy is cancelled or any material change in the policy is made that would adversely affect the interest of the Government, such change or cancellation shall not be effective for such period as may be prescribed by the laws of the state in which this contract is to be performed and in no event sooner than thirty (30) days after written notice thereof to the Contracting Officer."

52.232-4305 PAYMENT AND SUBMISSION OF INVOICE

In consideration of satisfactory performance of the services rendered under this contract, payment will be made to the contractor at the end of each month or as soon thereafter as practical upon submission of Contractor's invoice. Submit the invoice to Anniston Army Depot using email to the contract specialist or fax your invoice to our fax modem at telephone number 256 240-3077 extension 2222. Contact the contract specialist for their email address. To send by fax, dial the fax number and then press the "pause" or "pause/redial" button and then our "2222" extension.

(End of clause) Updated May 2005

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

Directorate of Contracting
ATTN: AMSTA-AN-CT (Bldg 221)
Anniston Army Depot
7 Frankford Ave

Anniston, AL 36201-4199
52.233-2 SERVICE OF PROTEST (SEP 2006)

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.237-4416 DEPARTMENT OF DEFENSE PREPAREDNESS TRAINING

This installation is subject to unannounced inspections and exercises that require practice evacuations of certain and/or all areas. Evacuation practices will be temporary in nature. Contractors will be required to participate in these practice evacuation exercises, as necessary, and the contract performance time will be extended to off-set the time lost because of the exercise. This clause should be taken into consideration during the preparation of bids/proposals since, other than appropriate time extensions, participation in such exercises will be at no additional cost to the Government.

52.246-20 WARRANTY OF SERVICES (MAY 2001)

(a) Definition.

"Acceptance," as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract.

(b) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor 15 calendar days. This notice shall state either (1) that the Contractor shall correct or reperform any defective or nonconforming services, or (2) that the Government does not require correction or reperformance.

(c) If the Contractor is required to correct or reperform, it shall be at no cost to the Government, and any services corrected or reperformed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or reperform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the Government thereby, or make an equitable adjustment in the contract price.

(d) If the Government does not require correction or reperformance, the Contracting Officer shall make an equitable adjustment in the contract price.

(End of clause)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov>

<http://farsite.hill.af.mil>

<http://www.procnet.anad.army.mil>

(Local Links, Reference Library, 13=DFARS, 22=FAR)

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov>

<http://farsite.hill.af.mil>

<http://www.procnet.anad.army.mil>

(Local Links, Reference Library, 13=DFARS, 22=FAR)

(End of clause)

252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS- COMMERCIAL ITEMS. (JUN 2005)

(a) Definitions.

As used in this clause-

(1) Foreign person means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) United States means the 50 States, the District of Columbia, outlying areas, and the outer Continental Shelf as defined in 43 U.S.C. 1331.

(3) United States person is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it -

- (1) Does not comply with the Secondary Arab Boycott of Israel; and
- (2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.
- (c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).
- (1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation.

The Offeror represents that it-

☐ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

☐ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea Clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (APR 2007)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

☒ 52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

- (1) ☐ 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).
- (2) ☐ 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (APR 2007) (15 U.S.C. 637).
- (3) ☐ 252.219-7004, Small Business Subcontracting Plan (Test Program) (APR 2007) (15 U.S.C. 637 note).
- (4) ☐ 252.225-7001, Buy American Act and Balance of Payments Program (JUN 2005) (41 U.S.C. 10a-10d, E.O. 10582).

- (5) X 252.225-7012, Preference for Certain Domestic Commodities (JAN 2007) (10 U.S.C. 2533a).
- (6) X 252.225-7014, Preference for Domestic Specialty Metals (JUN 2005) (10 U.S.C. 2533a).
- (7) 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).
- (8) X 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).
- (9) X 252.225-7021, Trade Agreements (MAR 2007) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- (10) 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
- (11) 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
- (12)(i) 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (MAR 2007) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- (ii) Alternate I (OCT 2006) of 252.225-7036.
- (13) 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).
- (14) 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts).
- (15) 252.227-7015, Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).
- (16) 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
- (17) X 252.232-7003, Electronic Submission of Payment Requests (MAR 2007) (10 U.S.C. 2227).
- (18) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).
- (19) X 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
- (20)(i) X 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
- (ii) Alternate I (MAR 2000) of 252.247-7023.
- (iii) Alternate II (MAR 2000) of 252.247-7023.
- (iv) Alternate III (MAY 2002) of 252.247-7023.
- (21) X 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).
- (c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall

include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

- (1) 252.225-7014, Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).
- (2) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).
- (3) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
- (4) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

TOTAL RECAP

CLIN 0001	TOTAL
BASE YEAR (12 MONTHS AFTER DATE OF AWARD)	\$ _____
CLIN 0002	
BASE YEAR (12 MONTHS AFTER DATE OF AWARD)	\$ _____
CLIN 0003	
BASE YEAR (FROM DATE OF AWARD TO 30 SEP 07)	\$ _____
CLIN 0004	
BASE YEAR (12 MONTHS AFTER DATE OF AWARD)	\$ _____
CLIN 0005	
BASE YEAR (12 MONTHS AFTER DATE OF AWARD)	\$ _____
CLIN 0006	
1 ST YEAR OPTION (12 MONTHS AFTER DATE OF AWARD)	\$ _____
CLIN 0007	
1 ST YEAR OPTION (12 MONTHS AFTER DATE OF AWARD)	\$ _____
CLIN 0008	
1 ST YEAR OPTION (FROM DATE OF AWARD TO 30 SEP 07)	\$ _____
CLIN 0009	
1 ST YEAR OPTION (12 MONTHS AFTER DATE OF AWARD)	\$ _____
CLIN 0010	
1 ST YEAR OPTION (12 MONTHS AFTER DATE OF AWARD)	\$ _____
CLIN 0011	
2 ND YEAR OPTION (12 MONTHS AFTER DATE OF AWARD)	\$ _____
CLIN 0012	
2 ND YEAR OPTION (12 MONTHS AFTER DATE OF AWARD)	\$ _____

CLIN 0013
2ND YEAR OPTION (FROM DATE OF AWARD TO 30 SEP) \$ _____

CLIN 0014
2ND YEAR OPTION (12 MONTHS AFTER DATE OF AWARD) \$ _____

CLIN 0015
2ND YEAR OPTION (12 MONTHS AFTER DATE OF AWARD \$ _____

CLIN 0016
3RD YEAR OPTION (12 MONTHS AFTER DATE OF AWARD \$ _____

CLIN 0017
3RD YEAR OPTION (12 MONTHS AFTER DATE OF AWARD \$ _____

CLIN 0018
3RD YEAR OPTION (FROM DATE OF AWARD TO 30 SEP) \$ _____

CLIN 0019
3RD YEAR OPTION (12 MONTHS AFTER DATE OF AWARD \$ _____

CLIN 0020
3RD YEAR OPTION (12 MONTHS AFTER DATE OF AWARD \$ _____

CLIN 0021
4TH YEAR OPTION (12 MONTHS AFTER DATE OF AWARD) \$ _____

CLIN 0022
4TH YEAR OPTION (12 MONTHS AFTER DATE OF AWARD) \$ _____

CLIN 0023
4TH YEAR OPTION (FROM DATE OF AWARD TO 30 SEP) \$ _____

CLIN 0024
4TH YEAR OPTION (12 MONTHS AFTER DATE OF AWARD) \$ _____

CLIN 0025
4TH YEAR OPTION (12 MONTHS AFTER DATE OF AWARD) \$ _____

TOTAL OF ALL CLINS \$ _____